



2012 LAKE TAHOE LICENSE PLATE PROGRAM GRANT PROCEDURES

Please note, proposals which include the implementation of capital improvement projects that further the attainment of the TRPA Environmental Thresholds (e.g. water quality improvement projects, recreation improvements, stream environment zone restoration, land coverage removal, etc.) will be prioritized this funding round.

1. Authority

Chapter 72 of the Sixty-ninth Legislative Session amended NRS 482 and NRS 321 to establish the Lake Tahoe license plate program. This program is funded by fees collected from individuals who purchase Lake Tahoe license plates. The program receives twenty-five dollars for the initial issuance of the plate and twenty dollars for each renewal. The following language was added to Chapter 321 of NRS:

- 1. The account for license plates for the support of the preservation and restoration of the natural environment of the Lake Tahoe Basin is hereby created in the state general fund. The administrator of the division of state lands of the state department of conservation and natural resources shall administer the account.*
- 2. The money in the account does not lapse to the state general fund at the end of a fiscal year. The interest and income earned on the money in the account, after deducting any applicable charges, must be credited to the account.*
- 3. The money in the account must be used only for the support of programs for the preservation and restoration of the natural environment of the Lake Tahoe Basin and must not be used to replace or supplant funding available from other sources. The administrator may provide grants from the account to other public agencies to carry out the provisions of this section.*

2. Definitions

Committee: Committee means the technical advisory committee established by the Division to perform technical review, and prioritization, of grant applications for recommendation to the State Lands Administrator.

Division: Division means the Division of State Lands of the Department of Conservation and Natural Resources.

Equipment: Items that are not completely consumed during the project and that generally have a useful life of more than one year.

Fund: Fund means the account for license plates for the support of the preservation and restoration of the natural environment of the Lake Tahoe Basin.

Grantee: Recipient of the Lake Tahoe License Plate grant award.

Program: Program refers to a program, project or activity intended for the preservation and restoration of the natural environment of the Lake Tahoe Basin.

Supplies: Items generally consumed in use or with an anticipated life span of less than one year. Examples could include ice, plastic gloves, slides, buckets, notepads, pens, and bags, etc.

3. Grants of money

The division will award grants of money, from the fund, for the preservation and restoration of the natural environment of the Lake Tahoe Basin. Grants may be used to fund an entire program or a portion thereof. The state land administrator makes all final decisions regarding grant funding.

4. Solicitations of applications

The division will periodically solicit applications for grants of money from the fund. Funds can be provided for programs such as (but not limited to) **implementing projects to improve the environment (ex: water quality improvements, recreation features, etc.) , educational programs (see Section 9a for budget limitations), research and monitoring.**

For Research and monitoring proposals, please use the format instructions found in Attachment A. Research and monitoring proposals which do not follow this format will not be considered for funding due to the independent technical peer review process (see Section 5.)

Implementation of projects to improve the environment and education programs proposals shall include the following information, without limitation:

Proposal Submittal Requirements for Implementation Projects to Improve the Environment and Education Programs:

- a. A completed application on a form provided by the Division;
- b. A detailed description of the program or project;
- c. The amount of money requested for the program or project that includes an itemized list (detailed) of the costs of the program or project, including any subcontracts or equipment needs for individual project deliverables;
- d. The total projected cost of the program or project;
- e. If applicable, sources of matching funds and a statement regarding if matching funds have been secured;

- f. Where applicable, the budget must include line items to complete draft and final project reports. Payments for draft and final project reports shall not be made until satisfactory completion of each report (quarterly progress reports are also required).
- g. Travel reimbursements shall be made in accordance with the State of Nevada approved reimbursement rates and regulations and will be based on actual miles traveled for the project.
- h. The budget should list the position title and base salary rate for individuals who will work on the project. In addition, salaries should contain a breakdown of the estimated number of hours that each position will perform for each task.
- i. If applicable, identification of any title to land, lease or easement that is required for carrying out the program;
- j. If applicable, a map of the location of the project;
- k. If applicable, preliminary or conceptual design drawings;
- l. If applicable, a plan for the operation and maintenance of the project for a period of at least 20 years;
- m. An estimated time schedule for completion of each project deliverable and the overall program or project; and
- n. A detailed description of how the project or program will contribute to the preservation and restoration of the natural environment of the Lake Tahoe Basin.
- o. If applicable, documentation should be submitted that demonstrates the applicant's ability to obtain local, state and federal permits for the project.

5. Evaluation and prioritization.

- a. Each program or project shall be evaluated based on the Environmental Criteria for Grant Awards found in Section 6. In its review, the Division shall use the advice of the technical advisory committee and an independent technical peer review (research and monitoring proposals only). All monitoring and research proposals will be peer reviewed through the Tahoe Science Consortium and using the Technical Review Criteria provided in Attachment B.
- b. The committee will rank the submitted proposals and identify a preliminary list of projects that are deemed to be high priority for funding.
- c. Proposals which include the implementation of capital improvement projects that further the attainment of the TRPA Environmental Thresholds (e.g. water quality improvement projects, recreation improvements, stream environment zone restoration, land coverage removal, etc.) will be prioritized this funding round.
- d. Past project performance using Lake Tahoe License Plate funds (including adherence to budgets, schedules and quality of work) will be considered as part of final funding recommendations.

- e. The state land administrator shall make the final selection considering the preliminary ranking list compiled by the committee.

6. Evaluation criteria for grant awards.

The division shall evaluate each program or project pursuant to the following criteria:

- a. The environmental benefit of the program toward preserving and restoring the natural environment of the Lake Tahoe Basin, including whether the program:
 - (i) Will contribute to the achievement of environmental thresholds as identified in the Tahoe Regional Planning Agency (TRPA) regional plan; and/or.
 - (ii) Is listed as a program or project in the “Environmental Improvement Program” of TRPA.
- b. The ability to obtain all required local, state and federal permits.
- c. The long-term viability of the program or project.
- d. The ability of the applicant to maintain the project and the adequacy of the maintenance plan
- e. The cost effectiveness of the program or project.
- f. The ability of the applicant to carry out the program in a timely manner;
- g. If the applicant is applying to fund a program or project that is a portion of a larger project, the ability of the portion funded with grant money to achieve environmental benefits independently of the other components of the larger project.
- h. The amount of cooperation and support for the program or project from persons other than the applicant, including, without limitation:
 - (i) Federal, state and local governmental agencies;
 - (ii) Private landowners; and/or
 - (iii) Non-profit organizations
- i. The amount of matching contribution provided by the applicant.
- j. The comments and technical ratings received through the independent technical peer review process (research and monitoring proposals only). For proposals that receive a technical peer review, an average score of 4 or higher is necessary for the proposal to be considered for funding.
- k. The likelihood that resulting information can be used directly to guide future land and resource management

7. Requirements of the Grantee Upon the award of a grant, the grantee and the division shall enter into an agreement, which shall include, but not be limited, to the following (a sample agreement has been included as Attachment C):

- a. A schedule for disbursement of the grant funds that is tied to deliverables for the completion of the program or project. Please note, it will be required that schedules incorporate progress reports describing the activities undertaken and the accomplishments toward achieving project goals, tasks and targets. Progress

reports shall be submitted, at a minimum, quarterly and shall be of sufficient detail to show progress to provide payment of invoices billed quarterly.

As applicable, a Draft Final Project Report is required 10 weeks prior to the termination date of the agreement for agency review and comment. Comments shall be provided to the grantee within 4 weeks and the grantee will address and incorporate these comments into the Final Project Report, due no later than 2 weeks prior to the funding agreement termination date. Delays in project reports will delay the payment of invoices.

- b. An agreement to operate and provide maintenance for the project for at least 20 years after the project is completed;
- c. If the project involves improvements located on private property, the grantee shall obtain such easements for conservation or other interests in land as are necessary to carry out the project;
- d. Projects that include monitoring or research elements will be expected to deliver pertinent data gathered on spreadsheets or in similar presentations, and analyses that directly address the environmental resource issue(s) under investigation. Importantly, projects that include data collection activities should interpret new information in manners that can be used to guide future land and resource management actions. Those findings should be presented as “lessons learned,” directly describing how that new information may be integrated into the management of resources.
- e. Acknowledgement that the project will begin within six months of awarding the grant;
- f. Acknowledgment that the grantee shall be responsible for obtaining all required local, state and federal grants or authorizations necessary for carrying out the project. Grantees should provide at least 6 months in the schedule to obtain permits not previously secured for the project.
- g. Agreements will prohibit the reimbursement of Lake Tahoe License Plate funds until other funds supporting the complete project are secured by the grantee.
- h. Data collected is considered public information and will be provided to the State of Nevada prior to the termination of the grant.

8. Match Requirements

- a. Nevada State agencies shall not be required to provide matching funds to be eligible for grants under this program.
- b. All other grant applicants shall be required to provide a matching contribution to the proposed project of not less than 25 percent of the cost of the project to be eligible for grants under this program.
- c. All match dollars expended shall be documented on Division approved outlay reports and include sufficient back-up documentation.

9. Acceptable and Unacceptable Uses of Grant

Acceptable uses of grant money include:

- a. All expenses related directly to the program or project, including, without limitation, expenses related to design and construction; and
- b. The administrative costs of the program or project, not to exceed five percent (5%) of the State of Nevada grant. Staff hours to administer the grant are intended to be covered by the 5% administrative costs and therefore should not be billed separately.
- c. Environmental education/information programs. The maximum amount of funds available each year for environmental education programs shall not exceed \$25,000 or 10 percent of the available grant funds available January 15th of each year, whichever is more limiting.
- d. Supplies and equipment purchase/rental. For equipment purchases or rentals, as a general rule, the maximum amount available with any grant is 5% of the total project costs up to \$5,000. It is expected that the grantee will attempt to rent equipment as a first option. If renting equipment is not reasonable based on cost, availability, quality, etc. then equipment expenditures may be approved in advance of the purchase by the grantor. If purchasing equipment, the grantee should identify in the proposal what equipment is proposed for purchase, how it is directly related to the implementation of the project, and why rental equipment will not be utilized. With all equipment purchases the grantor will have the option to retain the equipment upon project completion. If the equipment is being utilized by more than the project, it is generally expected that the equipment costs will be split amongst the other funding entities. There are no cost limitations for supplies.

The money in the account must be used only for the support of projects for the preservation and restoration of the natural environment of the Lake Tahoe Basin and must not be used to replace or supplant funding available for other sources. If you have any questions regarding whether particular items are eligible for reimbursement, please contact NDSL for clarification.

Unacceptable uses of the grant money include:

- a. Any planning activities which are not directly related to the design and engineering of the project;
- b. Paving, unless paving is recommended by the committee to remedy erosion;
- c. The acquisition of land, unless such an acquisition is deemed by the state land administrator to be an integral component of the program or project;
- d. Any work required by a public agency as mitigation or as a condition of the approval of any other project; and
- e. Any component of the program or project that is deemed by the state land administrator to not benefit the public.
- f. Funds to cover tuition costs, conference costs, publications or training.

Attachment A

Proposal Submittal Requirements for Research & Monitoring Proposals

Item and Content	Length and Format
<u>I. A Completed Application on a form provided by the Division</u>	1 page
<u>II. Proposal Narrative</u> <ol style="list-style-type: none"> a. A detailed description of the program or project; b. Justification statement; c. Background/problem statement; d. Goals, objective(s), and statement of hypotheses to be tested (if applicable); e. Approach, methodology, and geographic location of research; f. Deliverables/products; g. A detailed schedule of events/reporting and deliverables. h. If applicable, proof of any title to land, lease or easement that is required for carrying out the program; i. If applicable, a plan for the operation and maintenance of the project for a period of at least 20 years. j. A detailed description of how the project or program will contribute to the preservation and restoration of the natural environment of the Lake Tahoe Basin; k. If applicable, documentation should be submitted that demonstrates the applicant's ability to obtain local, state and federal permits for the project. l. Projects that include data collection are expected to employ experimental designs that maximize the likelihood that resulting information can be used directly to guide future land and resource management. Data-collection design and techniques should be described in the proposal. m. If applicable, a discussion should be provided that identifies how the project provides resource management data applicable to the Nevada side of the Tahoe Basin in cases where project components are geographically located outside the Nevada Tahoe borders. n. If applicable, explain relationships between the proposed research or monitoring project and previous research and monitoring projects. Be sure to include specifics on other research or monitoring referred to in your proposal as technical peer reviewers may not have 	7 pages

<p>local knowledge of these studies.</p> <p>o. If applicable, please demonstrate that the research or monitoring proposal is consistent with desired conditions and regional status and monitoring programs identified by the TRPA Regional Plan update.</p> <p>p. If applicable, please identify that management agency representatives will be included on project monitoring or research teams.</p> <p>q. Acknowledgement that NDSL may submit final reports for a technical review upon completion. Please note, the Division will make final reports available to the public upon termination of the agreement regardless of publishing status.</p>	
<p><u>III. Figures (if applicable)</u></p> <p>a. A map of the location of the project;</p> <p>b. Preliminary or conceptual design drawings;</p> <p>c. Schematics</p> <p>d. Sample model outputs</p> <p>(Please note, any figures included in the Proposal Narrative will be counted as part of the page limit for Section II.)</p>	<p>A maximum of 6 pages are permitted.</p>
<p><u>VI. Budget</u></p> <p>a. The amount of money requested for the program or project;</p> <p>b. The total projected cost of the program or project;</p> <p>c. If applicable, sources of matching funds and a statement regarding if matching funds have been secured;</p> <p>d. An itemized list of the costs of the program or project, including any subcontracts, in accordance with the descriptions of work;</p> <p>e. Where applicable, <u>the budget must include line items to complete draft and final project reports.</u> Payments for draft and final project reports shall not be made until satisfactory completion of each report.</p> <p>f. Travel reimbursements shall be made based on the State of Nevada approved reimbursement rates.</p> <p>g. The budget should list the position title and base salary rate for individuals who will work on the project. In addition, salaries should contain a breakdown of the estimated number of hours that each position will perform for each task.</p> <p>a. All proposals which include monitoring or research will include a budget line item to present project</p>	<p>Up to 1 page for each year of requested funding. For multi-year projects, also include a budget with cost breakdown for each year of the project.</p>

outcomes at a Lake Tahoe Interagency Monitoring Program (LTIMP) meeting.	
<p><u>V. Abbreviated CV (s) for Principal Investigator(s)</u></p> <p>If applicable, please include names, institutions, and abbreviated CV(s) (curriculum vitae) or resumes for the investigator(s) including a list of relevant publications and reports which will be used for evaluating the capabilities of the investigator(s) to successfully complete the proposed project);</p>	No more than 2 pages each

Attachment B

Technical Review Criteria Used for Individual Peer Reviews of Science Proposals and Instructions to Reviewers

Instructions to reviewers:

Please provide a brief written summary of your review findings for each review criterion listed below. Please provide an overall numerical rating of the proposal based on your review. Use the rating definitions below to determine your overall rating. Please do not report numerical ratings with greater than two significant figures. Please provide a brief written justification for your overall rating.

Rating	Definition
5 – 5.9 (Superior)	All aspects of the proposal are clear and well described. All technical review criteria are affirmatively met and there is a high probability of success. No substantive flaws are noted, although some minor errors or omissions may be noted.
4 – 4.9 (Good)	All aspects of the proposal are clear and well described. A majority of the technical review criteria are affirmatively met, although there may be some minor questions related to some aspects of the proposal. Reviewers may identify one substantive flaw, but there is a clear resolution to that flaw. Some minor errors or omissions also may be noted.
3 – 3.9 (Average)	The proposal is sound overall, but some deficiencies are noted. Reviewers may identify up to two substantive critical flaws, and at least half of the technical review criteria are affirmatively met.
2 – 2.9 (Below Average)	The proposal presents a cogent description of the project but serious deficiencies are noted. Reviewers may identify three or more substantive critical flaws, and less than half of the technical review criteria are affirmatively met.
1 - 1.9 (Inferior)	The proposal does not present a cogent description of the project and serious deficiencies are noted. Reviewers may identify three or more substantive critical flaws, and less than half of the technical review criteria are affirmatively met.

Technical Review Criteria:

Goals. Are the goals, objectives, and hypotheses clearly stated and internally consistent? Is the idea timely and important?

Justification. Is the study justified relative to existing knowledge? Is the conceptual basis clearly stated in the proposal and does it explain the underlying basis for the proposed work?

Approach. Is the approach well designed and appropriate for meeting the objectives of the project? Are the results likely to add to the base of knowledge? Is the project likely to generate novel information, methodologies, or approaches?

Feasibility. Is the approach fully documented and technically feasible? Are the underlying assumptions reasonable? What is the likelihood of success? Are the scale, budget, and timeline of the project consistent with the goals and objectives and within the grasp of the authors?

Products. Is the project likely to yield products of value? Are interpretative (or interpretable) outcomes likely from this project? Will the information ultimately be useful to decision makers?

Capabilities. What is the track record of the authors in terms of their past work? Is the project team qualified to efficiently and effectively implement the proposed project? Do they have the infrastructure and other aspects of support necessary to accomplish the project?

Overall Rating. Please provide a numerical score using the rating table and provide a brief justification for your overall rating.

Attachment C

SAMPLE AGREEMENT

STATE OF NEVADA

LAKE TAHOE LICENSE PLATE PROGRAM

PROJECT FUNDING AGREEMENT

GRANTEE: _____

Project Number: _____

Project Title: _____

Period Covered By This Agreement: _____

Tax ID Number: _____

A. Total Estimated Project Cost	\$
B. Local Share of Project Cost	\$
C. State Share of Project Cost	\$
D. State Share of Administration Costs	\$
E. Total State Grant	\$

Project Scope (Brief Description of Project):

TERMS AND CONDITIONS

This agreement is made and entered into between the State of Nevada, represented by the Nevada Division of State Lands (DIVISION) and the *Grantee*, hereinafter referred to as “GRANTEE”. This Agreement is effective upon the signature of all parties to the Agreement. This Agreement is entered into pursuant to the authority contained in Chapter 321 Nevada Revised Statutes, Lake Tahoe License Plate Program.

WHEREAS, the DIVISION will fund and administer this grant awarded to the GRANTEE.

Both parties mutually agree to perform this Agreement with the terms, promises, conditions, project proposals and budget referenced hereto and hereby made a part hereof.

In the event the GRANTEE does not make available to the Division all necessary information to fully execute this project agreement within (6) months from receipt of this award notification; the Division reserves the right to withdraw the grant award.

Wherever in this agreement it shall be required or permitted that notice be given by either party to the other, such notice must be in writing and must be given personally, or forwarded by certified mail addressed as follows:

Division of State Lands
Attn: Elizabeth Harrison
Water Quality Program Manager
901 S Stewart Street, Suite 5003
Carson City, NV 89701
(775) 684-2736

GRANTEE

NOW, THEREFORE, it is agreed that:

1. The laws of the State of Nevada shall govern this Agreement.
2. This Agreement, including exhibits attached hereto and made a part hereof, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
3. The GRANTEE will duly and faithfully comply with the terms and conditions of this Agreement, all applicable Federal and state laws, and all directives issued by the DIVISION relating to the performance of this agreement. In addition, the following documents are hereby incorporated into this agreement by reference:
 - Lake Tahoe License Plate Grant Application: *title of proposal*
 - 2012 Lake Tahoe License Plate Program Procedures.
4. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.
5. The GRANTEE is responsible for obtaining all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of any construction activity.
6. The DIVISION or its designate, may audit project records. At all times during regular business hours and as often as the DIVISION requires, the GRANTEE will allow authorized representatives of the DIVISION full and free access to the project and to the accounts, records, and books of the GRANTEE relative hereto, including the right to make copies from such accounts, records, and books. Such accounts, records and books must be retained for three (3) years after the completion of the project. The DIVISION reserves the right to require that the records be kept for a longer period of time.
7. To the fullest extent permitted by law, the GRANTEE agrees to indemnify, hold harmless and defend, not excluding the DIVISION'S right to participate, the DIVISION from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the GRANTEE, its officers, employees and agents.

8. The GRANTEE will provide, erect and maintain a sign designed as a replica of the Lake Tahoe License Plate of a size and format specified, and location approved, by the DIVISION prior to construction if applicable, and for at least five (5) years after construction completion. Public Education Materials will include a DIVISION approved Program logo or Program name listed as supporting the project.
9. The Project shall be operated and maintained by the GRANTEE for at least 20 (twenty) years after Project completion. Failure to perform such maintenance shall require repayment of the grant amount to the DIVISION for the pro-rate portion of the remaining life of the project not maintained.
10. Public Education Materials will include a DIVISION approved Program logo or Program name listed as supporting the project.
11. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. The DIVISION may terminate this Agreement for reason of default by the GRANTEE. Any of the following events shall constitute default:
 - a. Termination of the grant by reason or fault of the GRANTEE;
 - b. Failure by the GRANTEE to observe any of the covenants, conditions, or warranties of this Agreement and its incorporated provisions;
 - c. Failure by the GRANTEE to make progress on the project within the Period covered by this agreement;
 - d. Unsatisfactory financial conditions of the GRANTEE which endanger the performance of the grant; and/or
 - e. Delinquency by the GRANTEE in payments to contractors, except for those payments to contractors which are being contested in good faith by the GRANTEE;

- f. The Project is not completed.

The DIVISION shall give notice to the GRANTEE if the GRANTEE is in default in the performance of any of the duties of the GRANTEE described in this agreement. The GRANTEE shall have 30 days from receipt of notice to remedy the default, and if the GRANTEE cannot remedy the default within such period of time, the DIVISION may terminate this agreement. The right of the DIVISION to terminate this agreement shall not impair any other rights or remedies at law or equity the DIVISION may have against the GRANTEE under this agreement or under the law. No waiver of any default by the DIVISION under this funding agreement shall be held to be a waiver of any other subsequent default by the GRANTEE. All remedies afforded under this funding agreement are cumulative; this is in addition to every other remedy provided therein or under the law.

- 14. Upon default by the GRANTEE and subsequent failure to cure, the DIVISION may withhold further payments and may take the following additional actions as appropriate:
 - a. Terminate all or any part of the balance of the grant.
 - b. Demand immediate repayment of all or part of any payment made to the GRANTEE.
 - c. If the Project is not completed, the GRANTEE is required to reimburse the DIVISION for funds expended for those portions of the Project that will not stand on their own, as determined by the DIVISION.
- 15. Any recipient of state grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts;
 - a. Contracts valued at greater than \$5,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.

- b. All negotiated contracts valued at greater than \$5,000 awarded by GRANTEE utilizing state grant funds shall include a provision to the effect that the DIVISION shall have access to any books, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit and duplication. The GRANTEE shall require contractors to maintain all required records for three (3) years after GRANTEE makes final agreement with contractors.

FURTHER, THEREFORE, disbursement of grant funds shall be made upon compliance with the terms of the Agreement, including but not limited:

16. The DIVISION will make grant payments on a reimbursement basis only. Reimbursements may be delayed if the requirements in #17 are not satisfied. To the extent possible, it is requested that individual payment requests total \$1,000 or more to increase processing efficiencies and to decrease administrative costs for both the DIVISION and the GRANTEE.

17. The GRANTEE will provide the DIVISION with the following:

- **Quarterly progress reports**
- **A draft final report submitted no later than 10 weeks prior to the termination date of the agreement for agency review and comment**
- **A final report (three hard copies and one electronic) due no later than 2 weeks prior to the funding agreement termination date (please note that final reimbursements will not be made until satisfactory completion of the final report.)**
- **Any pay request in a format prescribed by the DIVISION**
- **And any other documentation as required.**

18. All reimbursement requests by the GRANTEE will be submitted on the DIVISION'S outlay report form and must include supporting documentation, including, but not limited to, invoices, receipt details outlining the basis for the expenditures, and the signature of the official responsible for approving the expenditures. The DIVISION reserves the right to request any additional information, related to project expenses that the DIVISION determines is necessary to process a grant payment.

19. The GRANTEE will Maintain:
 - a. An accurate record of all expenditures related to the project. Records must be supported by source documentation. All services claimed as non-State share must be documented through time cards or records signed by both the employee and project supervisor.
20. All work performed and expenses occurred, including those prior to the period specified in the "Project Agreement" may be eligible for reimbursement through the License Plate Program if the GRANTEE provides documentation detailing the work performed as follows and submitted on an outlay report form:
 - a. The work is related directly towards project implementation as outlined in this project agreement;
 - b. The work performed is considered eligible for reimbursement per License Plate Regulations and Procedures as determined by the DIVISION;
 - c. The total grant amount specified in the project agreement does not increase.
21. The GRANTEE will notify the DIVISION immediately in writing of problems or changes in scope of work, budget, product, and performance. The DIVISION reserves the right to withhold payment until acceptance of the change. Significant changes may require review by the Technical Advisory Committee. Any changes made to project documents, including, but not limited to, plan sheets and design reports, shall be submitted to the DIVISION.
22. GRANTEE requests for funds exceeding this grant amount requires an amendment to this agreement and must be approved by the State Lands Registrar. Requests for funds that exceed twenty-five (25) percent of the original grant amount may also require the review of the Technical Advisory Committee.
23. The making by the DIVISION of any payment shall not constitute nor be construed as a waiver by the DIVISION of any breach of covenant, or impair or prejudice any right or remedy at law or equity available to the DIVISION.
24. Upon receipt of the Final Completion Report, and any other documents related to the project including, but not limited to, data collected, plan sheets and design reports, the DIVISION shall execute a release only of its rights under the funding agreement to seek

repayment of the grant based on default. The release shall specifically state that the GRANTEE has performed the required duties under the funding agreement.

25. This project shall not be initiated using Lake Tahoe License Plate funds unless other funds supporting the complete project are secured by the GRANTEE. The DIVISION shall be contacted to discuss project alternatives if complete project funding is not secured.
26. Upon completion of the project, electronic copies of documents related to the project will be submitted to the DIVISION, and will also be posted on the TIIMS website: <http://www.tiims.org/>

IN WITNESS, the following parties hereto have executed this Agreement as of the date below, and intend to be legally bound thereby.

Department of Conservation and Natural Resources; Division of State Lands

Administrator
Nevada Division of State Lands

Date: _____

Water Quality Program Manager
Nevada Division of State Lands

Date: _____

GRANTEE

GRANTEE

Date: _____